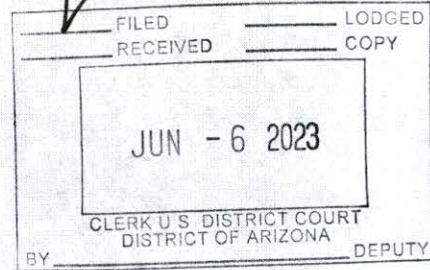


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 2 United States Attorney
 District of Arizona
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 Assistant U.S. Attorney
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 8 Attorneys for Plaintiff



9 IN THE UNITED STATES DISTRICT COURT
 10 FOR THE DISTRICT OF ARIZONA

11 United States of America,

12 Plaintiff,

13 vs.

14 Nicolas Meraz,

15 Defendant.

CR 22-1857-005-TUC-JCH (BGM)

Plea Agreement

16 The United States of America and the defendant, Nicolas Meraz, agree to the
 17 following disposition of this matter:

18 PLEA

19 The defendant agrees to plead guilty to Counts 22-29 of the Indictment, charging
 20 the defendant with violations of Title 18, United States Code, 922(a)(6) and 924(a)(2),
 21 Making False Statements in Connection with Purchase of Firearms, a felony offense. The
 22 defendant also agrees to admit to the Forfeiture Allegation of the Indictment.

23 ELEMENTS OF THE CRIME

24 The essential elements of Making False Statements in Connection with Purchase of
 25 Firearm are that:

- 26 (A) The defendant made a false statement or representation to a federally licensed
 27 firearms dealer;
 28

- 1 (B) The false statement or representation was made in connection with the
2 acquisition or attempted acquisition of a firearm;
3 (C) The defendant knew the statement or representation was false; and
4 (D) The statement or representation was material; that is, it had a natural
5 tendency to influence, or was capable of influencing, the licensed firearms
6 dealer into believing that the firearm could lawfully be sold to the defendant.

7 STIPULATIONS, TERMS AND AGREEMENTS

8 The defendant understands the guilty plea is conditioned upon the following terms,
9 stipulations, and requirements:

10 Maximum Penalties: The defendant understands and agrees that the maximum penalty for
11 the offense to which he is pleading are a fine of \$250,000, a maximum term of ten (10)
12 years imprisonment, or both, and a maximum term of three (3) years supervised release.

13 The defendant agrees to pay a fine unless the defendant establishes the applicability
14 of the exceptions contained in § 5E1.2(e) of the Sentencing Guidelines.

15 Special Assessment: The defendant understands that in accordance with Title 18,
16 United States Code, Section 3013, upon entry of judgment of conviction, there shall be
17 assessed a \$100.00 special assessment for each felony count.

18 Immigration consequence: The defendant recognizes that pleading guilty may have
19 consequences with respect to his immigration status if the defendant is not a citizen of the
20 United States. Under federal law, a broad range of crimes are removable offenses,
21 including the offense(s) to which the defendant is pleading guilty. Removal and other
22 immigration consequences are the subject of a separate proceeding, however, and the
23 defendant understands that no one, including the defendant's attorney or the district court,
24 can predict to a certainty the effect of the defendant's conviction on the defendant's
25 immigration status. The defendant nevertheless affirms that he wants to plead guilty
26 regardless of any immigration consequences that this plea may entail, even if the
27 consequence is the defendant's automatic removal from the United States.

28

1 Agreement Regarding Sentencing:

2 a. Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the United States and the defendant
3 stipulate and agree that the below guideline calculations are appropriate for the charges for
4 which the defendant is pleading guilty, if the defendant is entitled to Acceptance of
5 Responsibility:

6	Base Offense Level (§ 2K2.1(a)(7))	12
7	Number of Firearms (§ 2K2.1(b)(1)(B))	+4
8	Acceptance (§ 3E1.1(a) & (b))	<u>-3</u>
9	Total Adjusted Offense Level	13

10 b. Sentencing Range: Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the United
11 States and the defendant stipulate and agree that the following are the applicable guideline
12 ranges for the offense, based on the defendant's criminal history category (CHC):

- 13 12-18 months imprisonment if the defendant is in CH category I;
14 15-21 months imprisonment if the defendant is in CH category II;
15 18-24 months imprisonment if the defendant is in CH category III;
16 24-30 months imprisonment if the defendant is in CH category IV;
17 27-33 months imprisonment if the defendant is in CH category V;
18 30-37 months imprisonment if the defendant is in CH category VI.

19 c. The parties stipulate that the defendant's sentence **shall not exceed the low**
20 **end of the applicable guideline range** as calculated under U.S.S.G. § 1B1.1(a), and that
21 the sentences for Counts 22-29 shall all run **concurrently**. The defendant may withdraw
22 from the plea agreement if he receives a sentence that exceeds the low end of the applicable
23 guideline range as calculated under U.S.S.G. § 1B1.1(a).

24 d. If the defendant moves for any adjustments in Chapters Two, Three, or Four
25 of the Sentencing Guidelines or any "departures" from the Sentencing Guidelines, the
26 government may withdraw from this agreement. If the defendant argues for a variance
27 under 18 U.S.C. 3553(a) in support of a sentence, the government may oppose the
28 requested variance. The government, however, **will not withdraw** from the agreement if

1 the defendant argues for, and the Court grants, a variance.

2 e. Assets and Financial Responsibility: The defendant shall make a full
3 accounting of all assets in which the defendant has any legal or equitable interest. The
4 defendant shall not (and shall not aid or abet any other party to) sell, hide, waste, spend, or
5 transfer any such assets or property before sentencing, without the prior approval of the
6 United States (provided, however, that no prior approval will be required for routine, day-
7 to-day expenditures). The defendant also expressly authorizes the United States Attorney's
8 Office to immediately obtain a credit report as to the defendant in order to evaluate the
9 defendant's ability to satisfy any financial obligation imposed by the Court. The defendant
10 also shall make full disclosure of all current and projected assets to the U.S. Probation
11 Office immediately and prior to the termination of the defendant's supervised release or
12 probation, such disclosures to be shared with the U.S. Attorney's Office, including the
13 Financial Litigation Unit, for any purpose. Finally, the defendant shall participate in the
14 Inmate Financial Responsibility Program to fulfill all financial obligations due and owing
15 under this agreement and the law.

16 f. Acceptance of Responsibility: If the defendant makes full and complete
17 disclosure to the U.S. Probation Office of the circumstances surrounding the defendant's
18 commission of the offense, and if the defendant demonstrates an acceptance of
19 responsibility for this offense up to and including the time of sentencing, the United States
20 will recommend a two-level reduction in the applicable Sentencing Guidelines offense
21 level pursuant to U.S.S.G. § 3E1.1(a). If the defendant has an offense level of 16 or more,
22 the United States will move the Court for an additional one-level reduction in the applicable
23 Sentencing Guidelines offense level pursuant to U.S.S.G. § 3E1.1(b).

24 g. The defendant understands and agrees that this plea agreement contains all
25 the terms, conditions and stipulations regarding sentencing. If the Court departs from the
26 terms and conditions set forth in this plea agreement, either party may withdraw.

27 h. If the Court, after reviewing this plea agreement, concludes any provision is
28 inappropriate, it may reject the plea agreement and allow the defendant an opportunity to

1 withdraw the defendant's guilty plea, all pursuant to Rule 11(c)(5) and Rule 11(d)(2)(A),
2 Fed. R. Crim. P.

3 i. The defendant understands that if the defendant violates any of the conditions
4 of the defendant's supervised release, the supervised release may be revoked. Upon such
5 revocation, notwithstanding any other provision of this agreement, the defendant may be
6 required to serve an additional term of imprisonment or the defendant's sentence may
7 otherwise be altered.

8 j. The defendant and the government agree that this agreement does not in any
9 manner restrict the actions of the government in any other district or bind any other United
10 States Attorney's Office.

11 k. This plea agreement is contingent upon the successful guilty plea of all co-
12 defendants in this matter. If any co-defendant does not plead guilty in this case, the
13 government reserves the right to withdraw from this plea agreement.

14 Disclosure of Information to U.S. Probation:

15 The defendant understands the government's obligation to provide all information
16 in its file regarding the defendant to the United States Probation Office.

17 The defendant understands and agrees to cooperate fully with the United States Probation
18 Office in providing:

19 a. All criminal history information, i.e., all criminal convictions as defined under
20 the Sentencing Guidelines.

21 b. All financial information, i.e., present financial assets or liabilities that relate to
22 the ability of the defendant to pay a fine or restitution.

23 c. All history of drug and alcohol abuse which would warrant a treatment condition
24 as part of sentencing.

25 d. All history of mental illness or conditions which would warrant a treatment
26 condition as part of sentencing.

27 ///

1 Reinstitution of Prosecution:

2 If the defendant's guilty plea is rejected, withdrawn, vacated, or reversed by any
3 court in a later proceeding, the government will be free to prosecute the defendant for all
4 charges as to which it has knowledge, and any charges that have been dismissed because
5 of this plea agreement will be automatically reinstated. In such event, the defendant waives
6 any objections, motions, or defenses based upon the Speedy Trial Act or the Sixth
7 Amendment to the Constitution as to the delay occasioned by the later proceedings.

8 Waiver of Defenses and Appeal Rights:

9 If the defendant receives a sentence in accordance with this plea agreement, the
10 defendant waives (1) any and all motions, defenses, probable cause determinations, and
11 objections that the defendant could assert to the indictment or information; and (2) any
12 right to file an appeal, any collateral attack, and any other writ or motion that challenges
13 the conviction, an order of restitution or forfeiture, the entry of judgment against the
14 defendant, or any aspect of the defendant's sentencing-including the manner in which the
15 sentence is determined and any sentencing guideline determinations, including the district
16 court's determination of the criminal history category. The sentence is in accordance with
17 this agreement if the sentence imposed does not exceed the low end of the sentencing
18 guidelines range as calculated under U.S.S.G. § 1B1.1(a), in this case. The defendant
19 further waives: (1) any right to appeal the Court's entry of judgment against defendant; (2)
20 any right to appeal the imposition of sentence upon defendant under Title 18, United States
21 Code, Section 3742 (sentence appeals); (3) any right to appeal the district court's refusal
22 to grant a requested variance; (4) any right to collaterally attack defendant's conviction and
23 sentence under Title 28, United States Code, Section 2255, or any other collateral attack;
24 and (5) any right to file a motion for modification of sentence, including under Title 18,
25 United States Code, Section 3582(c) (except for the right to file a compassionate release
26 motion under 18 U.S.C. § 3582(c)(1)(A) and to appeal the denial of such a motion). The
27 defendant acknowledges that this waiver shall result in the dismissal of any appeal or
28 collateral attack the defendant might file challenging his/her conviction or sentence in this

case. If the defendant files a notice of appeal or a habeas petition, notwithstanding this agreement, defendant agrees that this case shall, upon motion of the government, be remanded to the district court to determine whether defendant is in breach of this agreement and, if so, to permit the government to withdraw from the plea agreement. This waiver shall not be construed to bar an otherwise-preserved claim of ineffective assistance of counsel or of "prosecutorial misconduct" (as that term is defined by Section II.B of Ariz. Ethics Op. 15-01 (2015)).

Plea Addendum:

This written plea agreement, and any written addenda filed as attachments to this plea agreement, contain all the terms and conditions of the plea. Any additional agreements, if any such agreements exist, shall be recorded in separate documents and may be filed with the Court under seal. Accordingly, additional agreements, if any, may not be in the public record.

AGREEMENT AS TO FORFEITURE

a. The defendant, Nicolas Meraz, admits that he knowingly made false and fictitious written statements in connection with the acquisition involving the following firearms:

Line #	Firearms	Serial Number	Price
1	Glock 17Gen5 9mm pistol	BVGE302	\$ 499.99
2	Glock 19X 9mm pistol	BVHZ284	\$ 549.99
3	Glock 45 9mm pistol	BUEY467	\$ 599.99
4	Colt M4 Carbine 5.56x45mm rifle	CR802104	\$ 1,199.99
5	Romarm/Cugir Micro Draco 7.62x39mm pistol	Z1PMD-27128	\$ 1,029.99
6	Colt M4 Carbine 5.56x45mm rifle	CR714915	\$ 1,199.99
7	Glock 17Gen5 9mm pistol	ABPV835	\$ 549.86
8	Century Arms VSKA 7.62x39mm rifle	SV7072962	\$ 799.99
9	Glock 17Gen5 9mm pistol	BVSY452	\$ 582.49
10	FN M249S 5.56x45mm rifle	M249SA02328	\$ 8,699.99
11	Glock 45 9mm pistol	BWVL185	\$ 499.99

12	Glock 17 9mm pistol	ACYR898US	\$ 499.99
13	Pioneer Arms Hellpup 7.62x39mm pistol	APC1165015	\$ 699.99
14	Keltec PMR 30 .22 pistol	WY5Y61	\$ 349.99
Total			\$17,762.23

(hereinafter "Firearms Not Seized") in violation of Title 18, United States Code, Sections 922(a)(6), 924(a)(2) and 2(a).

c. Further the defendant admits that the government can prove the total value of the Firearms Not Seized amounts to \$17,762.23 in U.S. currency.

d. The defendant further admits that the Firearms Not Seized represent property involved in the commission of the offense for which the defendant is pleading guilty, and are therefore forfeitable pursuant to Title 18, United States Code, Section 924(d), and Title 28, United States Code, Section 2461(c).

e. The defendant admits that the Firearms Not Seized have been transferred, sold to, or deposited with a third party, or placed beyond the jurisdiction of the court and are no longer available for forfeiture as described in Title 21, United States Code, Section 853(p)(1).

f. The defendant knowingly and voluntarily agrees to the entry of a judgment equal to the value of the Firearms Not Seized, that is, \$17,762.23 in U.S. currency, as a substitute asset in lieu of, and in satisfaction of, the forfeiture of the Firearms Not Seized, as authorized by Title 21, United States Code, Section 853(p)(2), as incorporated by Title 28, United States Code, Section 2461(c).

g. The defendant agrees to pay in full \$17,762.23 in United States currency, via cashier's checks in consecutive monthly installments, made payable to United States Marshals Service, Sandra O'Connor Courthouse, Suite 270, Attention: Asset Forfeiture, 401 W. Washington St., SPC-64, Phoenix, Arizona 85003-2159.

h. In the event that the defendant does not remit the cashier's checks totaling the amount of \$17,762.23 in United States currency to the government, the defendant

1 knowingly and voluntarily agrees, that pursuant to Title 21, United States Code, Section
2 853(p), the United States will seek forfeiture of any other property of said defendant, up to
3 the value of the Firearms Not Seized (\$17,762.23 in United States currency), including but
4 not limited to all property, both real and personal, owned by the defendant.

5 i. The defendant acknowledges that failure to pay on or satisfy the \$17,762.23
6 in United States currency judgment could allow for referral of the debt to the United States
7 Department of Treasury for the purpose of collecting debts through the Treasury Offset
8 Program. Under this program, the Department of Treasury will reduce or withhold any
9 eligible Federal payments by the amount of the debt. This "offset" process is authorized
10 by the Debt Collection Act of 1982, as amended by the Debt Collection Improvement Act
11 of 1996 and the Internal Revenue Code.

12 j. The defendant knowingly and voluntarily agrees to consent to the entry of
13 orders of forfeiture for the Firearms Not Seized or any assets that are related to satisfying
14 the \$17,762.23 in United States currency, or any other assets, or seized property that are
15 related to satisfying the forfeiture, covered by this agreement. The defendant waives the
16 requirements of Federal Rules of Criminal Procedure, Rule 32.2 regarding notice of the
17 forfeiture in the charging instrument, announcement of the forfeiture at sentencing, and
18 incorporation of the forfeiture in the judgment.

19 k. The defendant knowingly and voluntarily agrees to waive all interest in the
20 Firearms Not Seized and other property that may be seized in this case, in any
21 administrative, civil or criminal judicial proceeding, whether state or federal, which may
22 be initiated.

23 l. The defendant acknowledges that he understands that the forfeiture of assets
24 is part of the sentence that may be imposed in this case and waives any failure by the Court
25 to advise him of this, pursuant to Federal Rule of Criminal Procedure 11(b)(1)(J), at the
26 time his guilty plea is accepted.

27 m. The defendant knowingly and voluntarily agrees to waive all constitutional,
28 legal, and equitable defenses to all constitutional and statutory challenges in any manner

1 (including direct appeal, habeas corpus, any jeopardy defense or claim of double jeopardy,
2 or any other means), and knowingly and voluntarily agrees to waive any claim or defense
3 under the Eighth Amendment to the United States Constitution, including any claim of
4 excessive fine or punishment, to any forfeiture carried out in accordance with this plea
5 agreement on any grounds.

6 n. The defendant knowingly and voluntarily agrees to hold the United States,
7 its agents and employees harmless from any claims whatsoever in connection with any
8 seizure or forfeiture of the assets, or forfeiture of any other property that is related to
9 satisfying the \$17,762.23 in United States currency, covered by this agreement.

10 o. The defendant knowingly and voluntarily agrees and understands that the
11 forfeiture of the assets carried out in accordance with this plea agreement including any
12 payment made by the defendant to satisfy the \$17,762.23 in United States currency, shall
13 not be treated as satisfaction of any assessment, fine, restitution, cost of imprisonment, or
14 any other penalty this Court may impose upon the defendant in addition to the forfeiture.

15 p. Defendant agrees that the forfeiture provisions of this agreement are intended
16 to, and will, survive him, notwithstanding the abatement of any underlying criminal
17 conviction after the execution of this agreement. The forfeitability of any particular
18 property pursuant to this agreement shall be determined as if defendant had survived, and
19 that determination shall be binding on defendant's heirs, successors, and assigns until the
20 agreed forfeiture is collected in full.

21 q. The defendant shall be jointly and severally liable with co-defendant Julian
22 Canastillo for the amount of \$17,762.23.

23
24 WAIVER OF DEFENDANT'S RIGHTS AND FACTUAL BASIS

25 Waiver of Rights

26 I have read each of the provisions of the entire plea agreement with the assistance
27 of counsel and understand its provisions. I have discussed the case and my constitutional
28 and other rights with my attorney. I understand that by entering my plea of guilty I will be

1 giving up my rights to plead not guilty, to trial by jury, to confront, cross-examine, and
2 compel the attendance of witnesses, to present evidence in my defense, to remain silent
3 and refuse to be a witness against myself by asserting my privilege against self-
4 incrimination -- all with the assistance of counsel -- and to be presumed innocent until
5 proven guilty beyond a reasonable doubt.

6 I agree to enter my guilty plea as indicated above on the terms and conditions set
7 forth in this agreement.

8 I have been advised by my attorney of the nature of the charges to which I am
9 entering my guilty plea. I have further been advised by my attorney of the nature and range
10 of the possible sentence.

11 My guilty plea is not the result of force, threats, assurances or promises other than
12 the promises contained in this agreement. I agree to the provisions of this agreement as a
13 voluntary act on my part, rather than at the direction of or because of the recommendation
14 of any other person, and I agree to be bound according to its provisions.

15 I fully understand that, if I am granted probation or placed on supervised release by
16 the court, the terms and conditions of such probation/supervised release are subject to
17 modification at any time. I further understand that, if I violate any of the conditions of my
18 probation/supervised release, my probation/supervised release may be revoked and upon
19 such revocation, notwithstanding any other provision of this agreement, I may be required
20 to serve an additional term of imprisonment or my sentence may otherwise be altered. I
21 agree that any Guidelines Range referred to herein or discussed with my attorney is not
22 binding on the court and is merely an estimate.

23 I agree that this written plea agreement contains all the terms and conditions of my
24 plea and that promises made by anyone (including my attorney), and specifically any
25 predictions as to the guideline range applicable, that are not contained within this written
26 plea agreement are without force and effect and are null and void.

27 I am satisfied that my defense attorney has represented me in a competent manner.

28 I am fully capable of understanding the terms and conditions of this plea agreement.

1 I am not now on or under the influence of any drug, medication, liquor, or other intoxicant
 2 or depressant, which would impair my ability to fully understand the terms and conditions
 3 of this plea agreement.

4 Factual Basis:

5 I agree that the following facts accurately describe my conduct in connection with
 6 the offense to which I am pleading guilty; and, that if this matter were to proceed to trial,
 7 the government could prove the elements of the offense beyond a reasonable doubt based
 8 on the following facts:

9 On eight separate occasions between January 18, 2022, and April 30, 2022,
 10 the defendant, Nicolas Meraz, purchased a total of 14 firearms from federally
 11 licensed firearms dealers in the District of Arizona. In connection with each
 12 of these purchases, the defendant filled out ATF Form 4473, the paperwork
 13 required to be completed and maintained in connection with each purchase
 14 of a firearm from a federal licensed firearms dealer. On each form the
 15 defendant completed, he stated that he was the actual purchaser of the
 16 firearms and was not acquiring them on behalf of another individual, when
 17 in fact the defendant was purchasing the firearms on behalf of co-defendant
 18 Julian Canastillo.

19 The dates of purchases and firearms involved in the defendant's offenses
 20 include the following:

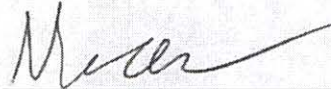
21	January 18, 2022:	1 Glock 17Gen5 9mm pistol
22		1 Glock 19X 9mm pistol
23		1 Glock 45 9mm pistol
24	January 24, 2022:	1 Colt M4 Carbine 5.56x45mm rifle
25		Romarm/CUGIR Micro Draco 7.62x39mm pistol
26	February 3, 2022:	1 Colt M4 Carbine 5.56x45mm rifle
27		1 Century Arms VSKA 7.62x39mm rifle
28	March 18, 2022:	1 Glock 17Gen5 9mm pistol
	April 11, 2022:	FN M249S 5.56x45mm rifle
	April 24, 2022:	1 Glock 45 9mm pistol
		1 Glock 17 9mm pistol

///

1 April 30, 2022: 1 Pioneer Arms Hellpup 7.62x39mm rifle
 2 1 Keltec PMR30 .22 caliber pistol

3
 4 4-17-23

5 Date

6 

7 Nicolas Meraz
 8 Defendant

9 **DEFENSE ATTORNEY'S APPROVAL**

10 I have discussed this case and the plea agreement with my client, in detail and have
 11 advised the defendant of all matters within the scope of Fed. R. Crim. P. 11, the
 12 constitutional and other rights of an accused, the factual basis for and the nature of the
 13 offense to which the guilty plea will be entered, possible defenses, and the consequences
 14 of the guilty plea including the maximum statutory sentence possible and Defendant's
 15 waiver of his right to appeal. I have further discussed the sentencing guideline concept
 16 with the defendant. No assurances, promises, or representations have been given to me or
 17 to the defendant by the United States or by any of its representatives which are not
 18 contained in this written agreement.

19 I concur in the entry of the plea as indicated above and on the terms and conditions
 20 set forth in this agreement as in the best interests of my client. I agree to make a bona fide
 21 effort to ensure that the guilty plea is entered in accordance with all the requirements of
 22 Fed. R. Crim. P. 11.

23
 24 04/17/23
 25 Date

26 

27 Brick P. Storts, III, Esq.
 28 Attorney for the defendant

GOVERNMENT'S APPROVAL

I have reviewed this matter and the plea agreement. I agree on behalf of the United States that the terms and conditions set forth are appropriate and are in the best interests of justice.

GARY M. RESTAINO
United States Attorney
District of Arizona

Digitally signed by
MATTHEW CASSELL
Date: 2023.04.18
07:53:48 -07'00'



Date

MATTHEW C. CASSELL
Assistant U.S. Attorney